

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 60	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NO. (No Collect Calls) 5	
9. ISSUED BY Department of Veterans Affairs Network Contracting		CODE 36C244		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 238220 SIZE STANDARD: \$16.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Multi-Stations See Schedule and Delivery		CODE		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting		CODE 36C244	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.		DUNS:		DUNS+4:		Austin Payment Center Department of Veterans Affairs PO Box 149971 Austin TX 78714-9971 PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		Chiller Plant Maintenance Services IAW SOW Wilmington VAMC Lebanon VAMC [REDACTED] Period of Performance: TBD Vista Obligation Number: TBD Wilmington DE WD 2015-4215 Rev 11 dated 4/21/2020 Lebanon PA WD 2015-4231 Rev 10 dated 12/23/2019 Philadelphia PA WD 2015-4233 Rev 16 dated 4/21/2020 (Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

Table of Contents

SECTION A	
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS..	
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 PRICE/COST SCHEDULE	24
ITEM INFORMATION	24
B.3 DELIVERY SCHEDULE	25
SECTION C - CONTRACT CLAUSES	28
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	28
C.2 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)	28
C.3 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)	30
C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2020)	31
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	39
SECTION E - SOLICITATION PROVISIONS.....	40
E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	41
E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)	42
E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JUN 2020)	43

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Upon Completion of Work

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Austin Payment Center

Department of Veterans Affairs

PO Box 149971

Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

STATEMENT OF WORK

Chiller Plant Preventive Maintenance

Wilmington VAMC, Lebanon VAMC and Corporal Michael J. Crescenz Veterans Affairs Medical Center (CMC VAMC)

1.0 Scope of Work: The contractor shall provide professional services to include but not limited to:

1.1 Furnish all tools, parts, material and test equipment to accomplish all task items per plan.

1.2 Current commercially certified technicians that perform maintenance for York and Carrier chillers.

2.0 The period of performance for this request is one year.

3.0 Wilmington VAMC Requirements.

3.1 Wilmington, Delaware VA Medical Center intends to issue a service contract. The service consists of:

3.2 Quarterly and annual preventative maintenances on five (5) Chiller Plant assemblies (York and Carrier).

3.3 Qualification Requirements: Prime vendor must have minimum 5 years of direct experience servicing commercial chillers. Residential chiller maintenance experience or project management of subcontractor servicing chillers is not acceptable experience.

4.0 Specifics: The Vendor shall furnish all materials, equipment, supervision, and personnel necessary to accomplish the service request as indicated within the scope of work and in the specifications. Work includes but is not limited to trades required for professional maintenance services within the boundaries of building #1, #6, #13 and building #15.

4.1 Air Cooled Chiller

4.1.1 COMPREHENSIVE ANNUAL INSPECTION SERVICE ROT-310: Report in with the Customer Representative. Record and report abnormal conditions, measurements taken, etc. Review customer logs with the customer for operational problems and trends.

4.1.2 General Assembly: Inspect for leaks and report leak check result. Repair minor leaks as required (e.g. valve packing, flare nuts). Check the condenser fans for

clearances and free operation. Check tightness of condenser fan motor mounting brackets. Check the set screws on the fan shafts. Visually inspect the condenser coil for cleanliness. Verify the performance of the fan control inverter VFD, if applicable. Grease bearings as required.

4.1.3 Controls and Safeties: Inspect the control panel for cleanliness. Inspect wiring and connections for tightness and signs of overheating and discoloration. Verify the working condition of all indicator/alarm lights and LED/LCD displays. Test oil pressure safety device (as required). Calibrate and record setting. Test the operation of the chilled water pump starter auxiliary contacts.

4.1.4 Lubrication System: Pull oil sample for spectroscopic analysis. Test oil for acid content and discoloration. Make recommendations to the customer based on the results of the test. Verify the operation of the oil heaters.

4.1.5 Motor and Starter: Clean the starter cabinet and starter components. Inspect wiring and connections for tightness and signs of overheating and discoloration. Check the condition of the contacts for wear and pitting. Check contactors for free and smooth operation. Check all mechanical linkages for wear, security and clearances. Verify tightness of the motor terminal connections. Meg the motor and record readings. Verify the operation of the electrical interlocks. Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

4.1.6 MID-SEASON RUNNING QUARTERLY INSPECTION ROT-330: Check the general operation of the unit. Log the operating temperatures, pressures, voltages, and amperages. Check the operation of the control circuit. Check the operation of the lubrication system. Check the operation of the motor and starter. Analyze the recorded data. Compare the data to the original design conditions. Review operating procedures with operating personnel. Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected.

4.1.7 AIR-COOLED CONDENSERS (10-100 Tons) CDS-220B: Clean air-cooled condenser, using pressurized water.

4.1.8 AIR-COOLED CONDENSERS (110-200 Tons) CDS-220C: Clean air-cooled condenser, using pressurized water.

4.2 Air Cooled Scroll Chiller

4.2.1 COMPREHENSIVE ANNUAL INSPECTION SERVICE SCR-210: Report in with the Customer Representative. Record and report abnormal conditions, measurements taken, etc. Review customer logs with the customer for operational problems and trends. General Assembly Inspect for leaks and report results. Repair minor leaks as required (e.g. valve packing, flare nuts). Visually inspect condenser coils for cleanliness. Grease the condenser fan bearings, if applicable.

4.2.2 Controls and Safeties: Inspect the control panel for cleanliness. Inspect wiring and connections for tightness and signs of overheating and discoloration. Verify the working

condition of all indicator/alarm lights, if applicable. Test the operation of the low water temperature safety device. Calibrate and record setting. Test the operation of the low evaporator pressure safety device(s). Calibrate and record setting. Check programmed parameters of SCM/SMM control, if applicable. Lubrication System. Check oil level in the compressor(s). Test oil for acid content and discoloration. Make recommendations to the customer based on the results of the test. Verify the operation of the oil heater. Measure amps and compare reading with the watt rating of the heater, if applicable. Grease the condenser fan bearings, if applicable.

4.2.3 Motor and Starter: Clean the starter and cabinet. Inspect wiring and connections for tightness and signs of overheating and discoloration. Check the contactors for free and smooth operation. Check the tightness of the motor terminal connections. Meg the motor(s) and record readings. Verify the operation of the electrical interlocks. Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

4.2.4 MID-SEASON RUNNING INSPECTION SCR-230: Check the general condition of the unit. Check the operation of the control circuit. Check the operation of the motor(s) and starter(s). Log the operating conditions after the system has stabilized. Analyze the recorded data. Compare the data to the original design conditions. Review operating procedures with operating personnel. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Qty	Tag	Description	Mfr	Model Number	Serial Number	Task Code	Frequency
1	Reg. Office Bldg. 13	Air Cooled Scroll Chiller	York	YCAL0056E	2MVM004764	SCR-210 SCR-230 CDS-220B	1 4 1
1	OR Bldg. 1 3 rd Fl. Roof	Air Cooled Scroll Chiller	York	YCAL0114E	RGRMD15635	SCR-210 SCR-230 CDS-220B	1 4 1
1	Bldg. 15 Rooftop	Air Cooled Scroll Chiller	York	YCAL033EE17 XEB-5XXX	SBBM-915250	SCR-210 SCR-230 CDS-220B	1 4 1
1	Pharmacy Clean rooms	Air Cooled Scroll Chiller	Carrier	30RAP010-60	30RAPXXXX	SCR-210 SCR-230 CDS-220B	1 4 1
1	Bldg. 6	Air Cooled Scroll Chiller	Carrier	30RAP0185DA 02F14	3023Q48674	SCR-210 SCR-230 CDS-220B	1 4 1

4.3 Start-Up / Checkout Procedure

4.3.1 Verify the operation of the oil heater and that the oil temperature is at least 110°F before starting the chiller.

4.3.2 Verify full water systems, including the cooling tower, condenser and evaporator.

4.3.3 Verify clean cooling tower and strainers.

4.3.4 Start the condenser water pump, chilled water pump, and cooling tower fan(s).

4.3.5 Check all flow-proving devices on the chilled water and condenser water circuits.

4.3.6 Verify the flow rates through the condenser and the evaporator.

4.3.7 Start the chiller.

4.3.8 Verify the operation of all timing devices.

4.3.9 Verify the operation of the current control device.

4.3.10 Check the set point and sensitivity of the chilled water temperature control device. Verify the operation.

4.3.11 Verify the operation of the condenser water temperature control device.

4.3.12 Check the mechanical limits of both vane arms. Verify smooth movement of vane arms through the full range of operation.

4.3.13 Check the starter operation.

4.3.14 Verify the motor cooling operation.

4.3.15 Check the purge operation.

4.3.16 Shut down the chiller.

4.3.17 Check the oil and refrigerant levels.

4.4 Shut-down Procedure

4.4.1 Check the general operation of the unit.

4.4.2 Shut down the chiller, pumps, and auxiliary equipment.

4.4.3 Turn off equipment power as necessary.

4.4.4 Review operating procedures with operating personnel.

4.4.5 Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

4.5 These coverages shall include emergency services between inspections, as required for the purpose of diagnosis of trouble, adjustment, minor repairs or resetting of controls.

4.6 The vendor shall immediately, but no later than 24 consecutive hours after discovery, notify the AC&R shop Foreman, (in writing), of the existence or the development of any defects in, or repairs required to the equipment which the Contractor considers he/she is not responsible for under the terms of the contract. The vendor shall furnish the AC&R shop Foreman with a written estimate of the cost to make necessary repairs. The repair work will be awarded on a separate contract.

4.7 The vendor accepts responsibility for the equipment in "as is" condition. Failure to inspect the equipment prior to contract award will not relieve the vendor from performance of the requirements of this contract.

4.8 All work to be performed on Monday through Friday from 8pm to 4:30pm

4.9 All employees of the vendor shall comply with the VA security management program and obtain permission of the VA police, be identified by service and employer, and restricted from unauthorized access.

4.10 All equipment shall be cataloged by the vendor and dates and types of service rendered will be noted thereon. A written report of each inspection shall be furnished to the AC&R shop Foreman. Such reports shall advise of any repair or repair parts necessary to maintain the equipment in first class operating condition. The documentation will include equipment down time and detailed descriptions of the scheduled preventative maintenance performed including parts replaced. A minimum, the following will be documented in complete report:

4.10.1 Name of Contractor.

4.10.2 Name of who performed services.

4.10.3 Date, Time (starting and ending), Hours worked.

4.10.4 Description of preventative maintenance completed

4.11 Regulatory Compliance – EOSH requirements for work performed at the above location can be found in:

4.11.1 Volume 29 of the Code of Federal Regulations, Part 1910 – Occupational Safety for General Industry

4.11.2 Volume 29 of the Code of Federal Regulations, Part 1926 – Occupational Safety for The Construction Industry

4.11.3 Volume 40 of the Code of Federal Regulations – Protection of The Environment

4.11.4 Volume 49 of the Code of Federal Regulations, Part 397 – Transportation of Hazardous Materials

4.11.5 Title 7 of the Delaware Code – Conservation

4.11.6 Title 16 of the Delaware Code – Health and Safety

5.0 Lebanon VAMC Requirements

5.1 Scope of Work: IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

5.1.1 Furnish inspection and maintenance service on the following HVAC equipment located at the VA Medical Center, 1700 S. Lincoln Avenue, Lebanon, PA 17042 Service shall consist of the following:

<i>Chiller Equipment List</i>					
	Make	Model Number	Serial Number	Location	Notes
1	Carrier Air Cooled Chiller	30RAP0606DAG8F10	3712Q46085	B-1 Roof	
2	Carrier Air Cooled Chiller	30RBB15056-0G383	1910Q74229	B-104 Roof	Accessed from B-1 Roof

5.2 **CARRIER AIR COOLED CHILLER REQUIREMENTS:**

5.2.1 Annual Inspections: 1

5.2.2 Operating Inspections: 2

5.2.3 Condenser Cleaning: 2 (performed during an inspection of the inspections)

5.3 **ANNUAL INSPECTION:**

5.3.1 Must have the ability to interface with the Carrier Marquee Display Perform job site safety checks,

5.3.2 Check general machine operation.

5.3.3 Review alarm history.

5.3.4 Check gauges and indicator lights

5.3.5 Check/verify flow switches/devices

5.3.6 Take log readings and evaluate

5.3.7 Check oil level

5.3.8 Temperature and pressure

5.3.9 Oil filter, Delta P

5.3.10 Compressor and oil pump currents

5.3.11 Check refrigerant charge

5.3.12 Leak check (without insulation removal)

5.3.13 Record software version

5.3.14 Check operation controls

5.3.15 Calibrate controls; make equipment adjustments (as required)

5.3.16 Check safety controls

5.3.17 Lubricate equipment (as required)

5.3.18 Inspect condenser coils

5.3.19 Lockout/tag-out all circuits

5.3.20 Check and tighten electrical connections

5.3.21 Check starter wiring and contactors

5.3.22 Inspect contactors, clean-up work station.

5.4 **OPERATING INSPECTION:**

5.4.1 Perform job site safety checks

5.4.2 Check general machine operation review alarm history

5.4.3 Check gauges and indicator lights

5.4.5 Take log readings and evaluate

5.4.6 Oil level

5.4.7 Temperature and pressure

5.4.8 Oil filter

5.4.9 Compressor and oil pump currents

5.4.10 Check refrigerant charge

5.4.11 Inspect condenser coils

5.4.12 Leak check without insulation removal

5.4.13 Record software version

5.4.14 Check operation controls

5.4.15 Calibrate controls

5.4.16 Make equipment adjustments (as required)

5.4.17 Clean-up work station.

5.5 CONDENSER INSPECTION:

5.5.1 Per manufacturer's recommendations.

5.6 CONTRACTOR REQUIREMENTS:

5.6.1 The Contractor shall prepare and submit a written report containing findings, recommended repairs with justifications, and cost estimates of any recommended maintenance and repair.

5.6.2 In addition to one (1) hard copy of the report, the Contractor shall also provide one (1) electronic copy in pdf format.

5.6.3 A report is required after each visit.

5.6.4 Any repairs that are needed are not part of this Contract.

5.6.5 Schedule of service shall be coordinated after contract award.

5.6.6 All work shall be performed by commercially certified technicians, qualified to work on the specified equipment in accordance with manufacturer recommendations.

5.6.7 The contractor shall have a minimum of five years of experience servicing commercial equipment.

5.6.8 The Contractor shall provide factory training certificates for all technicians assigned to service the specified equipment along with quote.

5.6.9 The certifications shall be current, clear and readable.

5.7 OTHER CONSIDERATIONS

5.7.1 Work shall be performed Monday through Friday, excluding Federal holidays, between the hours of 7:30 am to 4:30 pm.

5.8 The period of performance for this request is one year.

6. Corporal Michael J. Crescenzo Veterans Affairs Medical Center (CMC VAMC) Requirements:

6.1 General: This is a non-personal services contract to provide Chiller Maintenance. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

6.1.1 Description of Services / Introduction: The contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform chiller maintenance as defined in this Performance Work. The contractor shall perform to the standards in this contract.

6.1.2 Background: [REDACTED]
[REDACTED] 10 York chillers: three, air-cooled, chillers in building #2, one chiller in Research building #21, four chillers in Building #31 located at 3900 Woodland Ave, Philadelphia, PA 19104 and two chillers in Community Living Center (CLC) building #30 at 3701 Civic Center Boulevard, Philadelphia, PA 19104.

6.1.3 This is a full maintenance, inspection, repair and testing contract as covered in CLINs 0003AA in which the service provider (Contractor) takes total service responsibility for the equipment identified in the contract. As such, the firm fixed price includes all service, testing and inspections requirements, maintenance, repairs, parts replacements (up to \$2,500) and routine or emergency service calls including premium time not covered in paragraph 6.1.4 below. This allows the Government to budget total yearly costs and eliminates concerns relating to individual parts replacement, emergency repairs and premium hour calls.

6.1.4 Emergency Repair Services and extra items, as covered in the CLINS outlined below. These CLINS will be funded on an as-needed basis and cost is not included in 6.1.3 above. The Contractor shall be required to submit a quote for any work covered under these CLINS. No work for these CLINS shall occur without prior approval and funding provided by the Government. This is on a case by case basis (COR approval required) and follows the following limits:

6.1.4.1 Parts/Services above \$2,500.00 and up to \$15,000.00. This requirement is covered on CLIN 0003AB.

6.1.4.2 Any parts or repair above \$15,000.00 is on a case by case basis after in-scope determination is made. This requirement is covered on CLIN 0003AC.

6.1.4.3 Extra cleaning as described in paragraph 6.2.7 below. This requirement is covered on CLINs 0003AD.

6.2. Scope:

6.2.1 Chiller Maintenance. Services include to perform preventative work on the chillers, in the units themselves to repair any damage that might occur and flushing of the system when necessary. The contractor shall accomplish any work to maintain, flush and perform any preventative maintenance to maintain the system for optimal performance during the period of performance. There is regular maintenance that must be performed in order to maintain the equipment so that it operates optimally for the veterans that we serve and the staff that serve the Veteran population. This service is integral for the medical center to provide a comfortable environment for the different building and the areas that require a cooler temperature for medical procedures. The maintenance is beyond the scope of the A/C mechanics on station and therefore we are requesting that a contractor to perform the preventative maintenance and service.

6.2.1.1 The contractor shall perform maintenance services based upon the fault report noted by the COR or Duty Engineer. The contractor will receive a call from the CMC VAMC staff to request service and indicate what are the issues noted on the unit's display.

6.2.1.1.1 The contractor shall provide the contracting officer's representative (COR) an electronic copy of the checklist with all the information.

6.2.1.1.2 Manual records are not acceptable. Both the checklist and the service reports are to be provided electronically to the COR.

6.2.1.1.3 The diagnostic reports shall indicate all alarms failures, operating hours, and history. The Government requires all history since the last visit was performed. Full disclosure of all alarms, warnings, conditions within spec and out of spec shall be included. Chillers are protected by oil warning system and lubrication system which will shut off the chiller at the predetermined hour. Resetting of the chillers is included in this purchase order. The contractor shall advise the COR of all necessary corrections prior to commencing the repair. This repair may be handled in accordance with paragraph 6.1.4 of this document. Maintenance includes emergency responses 24 hours per day, seven days per week.

6.2.1.2 All listed chillers must be repaired and serviced by commercially certified technicians in accordance with manufacturers specifications to include technician certification requirements. These certifications are required as described in paragraph 6.3 below.

6.2.2 List of units located at 3900 Woodland Ave and 3701 Civic Center Boulevard, Philadelphia, PA 19104

Building	Quantity	Model	VSD	Installation Year
2	2	York 276-ton air cooled 480 volt	Yes	2011
2	1	York YCIVO177	Yes	2015
21	1	York 600-ton 480 volt	Yes	2011
30	2	York AB AB P2 300-ton 480 volt	Yes	2000

31	3	York 1200-ton 4160 volt	Yes	2011
31	1	York JHJB 1130-ton 480volt	Yes	2001

6.2.2.1 The Chiller building is located next to Building 2 of the CMC VAMC and is along the access road for easy access.

6.2.2.2 Building #2 has two, air-cooled, 267-ton capacity York chillers that serve the operating rooms. These are critical chillers to CMC VAMC. Both chillers supply air to the OR rooms and support areas on the 5th floor and the towers are located on the roof of Building 2. The frequency of all visits required shall be the same as the chillers, noting that these are air cooled units, York Model YCIV0267. Full services are required in accordance with the information in this package. Also building #2 has Lab service (AC19) York chiller with low voltage variable speed drive. Capacity is 177-ton, model # YCIV0177 with 2 compressors attached to this system. All warranty requirements shall apply for this chiller. All visits as noted, Eddy current testing yearly, oil renewal as noted, leak checking with refrigerant program as noted, all tube cleaning of the condenser tubes yearly for the chillers in building 2 at the end of the season. The warranty for A/C19 air cooled chiller will be void unless refrigerant, fan oil, variable speed drive parts are provided through York International. The parts and materials for all chillers are available through the York International parts location in Baltimore, Maryland. Maintenance performed contrary to York recommendations will void all warranties in place. The contractor shall be responsible for the terms of the existing agreement.

6.2.2.3 Research Building #21 has a York Centrifugal chiller with a low voltage variable frequency drive, the chiller is in the basement of Building 21 and the tower is located on the rooftop. Capacity is just under 600 tons. Plant consists of all pumps, towers, strainers, starter etc. This unit is a York Model YK and all warranty requirements shall apply. All visits as noted, Eddy current testing yearly, oil renewal as noted, leak checking with refrigerant program as noted, all tube cleaning of the condenser tubes yearly for the chiller in the building 21 at the end of the season.

6.2.2.4 CLC building #30 consists of two, York 300-ton capacity chiller model YKABABP2-CKF which shall receive all preventative maintenance tasks as noted chillers plant consists of all pumps, towers, strainers, starters piping, etc. The chiller units are in the basement of building 30 and the towers are located on the rooftop of the CLC. All visits as noted, Eddy current testing yearly, oil renewal as noted, leak checking with refrigerant program as noted, all tube cleaning of the condenser tubes yearly for the chillers in building 30 at the end of the season.

6.2.2.5 Building 31 consists of three York large tonnage centrifugal chillers 1200-ton capacity 4160 Volt remote mounted Variable Frequency Drives Toshiba with full services. These chillers are Model YK by York. The fourth unit is in Building #31 an earlier model design all at the same capacity of 1200-480 Volt tons for a 4800-ton approximate plant capacity. Plant consists of all pumps, towers, strainers, starters etc. The fourth unit has a unit mounted 4160 MVVSD and all necessary maintenance

shall be performed by factory-trained mechanics. The fourth chiller is a model YKJHJB1DAE. The contractor shall provide preventative maintenance tasks noted as well as the unit mounted MVVSD. All visits as noted, Eddy current testing yearly, oil renewal as noted, leak checking with refrigerant program as noted, all tube cleaning of the condenser tubes yearly for the chillers in building 30 at the end of the season. The York 4160 medium voltage variable speed drives (MVVSD) are manufactured by Toshiba. The MVVSD shall be serviced by technicians described in paragraph 6.3 of the SOW.

6.2.3 The contractor shall conduct an analysis of each centrifugal chiller annually comparing it to the manufacturer's specification for all energy efficiency data and report and note any corrective actions necessary. Report to be provided at no additional charge.

6.2.4 All chillers will receive the following inspections (Associated checklists are found in paragraph 6.9 below):

Quantity	Model	Comprehensive Service	Operational Service	Oil Testing/Changing	Tube Cleaning/coil cleaning
1	YCIV0177	1	6	1	1
2	YCIV0267	1	6	1	1
1	WC, centrifugal, 451-600T/Comp	1	6	1	1
3	WC, centrifugal, 451-1500T/Comp	1	6	1	1
1	YKJHJB1DAE	1	6	1	1
2	YKABABP2-CKF	1	6	1	1

6.2.5 Maintenance of each chiller includes the following as noted above:

6.2.5.1 Start-up for the cooling season;

6.2.5.2 Shut down for the heating season;

6.2.5.3 Operation and inspection during cooling season one per month;

6.2.5.4 Winter maintenance, to include cleaning of the tubes at the end of the season.

6.2.5.5 Eddy current testing for chiller condensers and evaporative testing, annually.

6.2.6 Response time requirements

6.2.6.1 Two-hour emergency response is required for the following services once they are contacted by the COR:

6.2.6.1.1 Refrigerant service

6.2.6.1.2 Dryer changing and leak checking of all equipment

6.2.6.1.3 MVVSD failures

6.2.6.2 Four hours responses required for all failures.

6.2.7 Additional Cleaning of chillers during the cooling season will be requested due to high pollen counts or other circumstances that reduce efficiency of the units. If this is required it will be covered on in accordance with paragraph 6.1.4.3 and only after quote for services is received and approved by the COR/Contracting Officer. This is not a promise of future work and the Government reserves the right to seek other vendors to accomplish this task.

6.2.8 The contractor shall furnish 24/7 operations answering service program. The contractor shall identify three, commercially certified mechanics and provide their certificates noting who can support the PVAMC chillers to the COR. Maintenance checklist are provided below:

6.2.9 Phase In /Phase Out Period: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the scheduled shutdown phase in/ phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date. The COR shall notify the contractor on the scheduled shutdowns to coordinate staff.

6.3 Qualification Requirements: Prime vendor must have minimum 5 years of direct experience servicing commercial chillers. Residential chiller maintenance experience or project management of subcontractor servicing chillers is not acceptable experience.

6.3.1 The Contractor shall have at least three commercially certified technicians that perform maintenance for similar chillers. Minimum of five-year experience with similar. Must be available to the service provider on a 24/7 bases.

6.3.2 The contractor shall have two commercially certified techs for 4160 and 480-volt VSD. Minimum of five-year experience with similar equipment.

6.3.3 The Commercially certified technicians shall be fully trained and license in the use of OPT1 view software and shall be capable of all chiller's software upgrades. Minimum five years of experience required

6.4 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The COR and the Duty Engineers daily inspect the chillers during the operating season and review the services that were performed.

6.4.1 The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which they assure that their work complies with the requirement of the contract. The quality control program will be submitted back electronically so it can be reviewed by the contracting officer.

6.4.2 After acceptance of the quality control plan the contractor shall receive the COR's acceptance in writing of any proposed change to his QC system within 7 working days.

6.5 Period of Performance: The period of performance shall be for one year.

6.6 Hours of Operation: The contractor is responsible for conducting business, between the hours of 7:30 -1600 Monday thru Friday or until the work is completed, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

6.7 Place of Performance: The work to be performed under this contract will be performed at 3900 Woodland Ave, Philadelphia, PA 19104 and 3701 Civic Center Boulevard, Philadelphia, PA 19104.

6.8 General Information

6.8.1 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

6.8.2 Security Requirements: Contractor personnel performing work under this contract must have a non-PIV badge to the CMC VAMC Chiller plant at time of the proposal submission and must maintain the level of security required for the life of the contract. The PIV badge will be processed by the COR and issued by the CMC VAMC police.

6.8.2.1 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

6.8.2.2 Key Control. The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The

Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

6.8.2.2.1 . In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

6.8.2.2.2 The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

6.8.3 Contracting Officer Representative (COR). The (COR) will be identified by separate letter. The monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR /, especially regarding changes in cost or price, estimates or changes in delivery dates. The COR or is not authorized to change any of the terms and conditions of the resulting order.

6.8.4 Key Personnel:

6.8.4.1 The follow personnel are considered key personnel by the government: A/C foreman (COR) or any of the A/C Duty engineers.

6.8.4.2 The contractor shall provide a contract manager who shall be responsible for the performance of the work.

6.8.4.2.1 The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer.

6.8.4.2.2 The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

6.8.5 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractors will have to obtain a non-PIV badge documentation from the COR and the non-PIV badge will be issued by the CMC VAMC Police.

6.8.6 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

6.8.7 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

6.9 Checklist for cooling towers

Comprehensive	
	Meg ohm test compressors motor (s)
	Change oil filters (s)

	Inspect starter
	Check drive coupling
	Lubricate motor bearings
	Check overall condition of unit
	Check capacity control and linkage
	Check safeties
	Verify drive alignment
	Complete any required maintenance checklists, report observations to appropriate customers representative
	Check compressors oil level(s)
	Reset purge counter (if applicable)
	Check and tighten electrical connections
	Check with appropriate customer representative for operational deficiencies
	Check operating controls
	Check speed increaser (if applicable)
	Check for unusual noise and vibration
	Clean area around equipment
	Mechanically brush the condenser tubes annually.
	Change purge filter(s) (if applicable)
Operational	
	Check in with customer.

	Complete any required maintenance checklists, report observations to appropriate customer representative
	Check for proper water flow
	Check system pressures and temperatures
	Check oil heater
	Check operation of purge (if applicable)
	Check for unusual noise and vibration
	Check with appropriate customer representative for operational deficiencies
	Check refrigerant charge
	Check compressor oil level(s)
	Visually inspect for refrigerant and oil leaks
	Check and fill out service ticket.
	Check condensate pump and starter (if applicable) and lubricate bearings as required
	Check overall condition of unit
	Clean area around equipment
	Check capacity control and linkage
Chiller Tube Brushing	
1.	Check with appropriate customer representative for operational deficiencies
4.	Mechanically brush tubes
6.	Replace head
7.	Clean area around equipment
3.	Remove head
2.	Isolate tubes
5.	Replace gasket
8.	Complete any required maintenance checklists, report observations to appropriate customer representative

Chiller, Air Cooled Screw, > 200T

Operational	
	Visually inspect starter
	Check condenser fan motor (s) and blade (s)
	Check refrigerant charge

	Check crankcase heater
	Check for unusual noise and vibration
	Check with appropriate customer representative for operational deficiencies
	Check for proper fan rotation
	Clean area around equipment
	Visually inspect for refrigerant and oil leaks
	Check condition of condenser coils
	Check overall condition of unit
	Check system pressures and temperatures
	Check compressor oil level(s)
	Complete any required maintenance checklists, report observations to appropriate customer representative
Comprehensive	
	Inspect starter
	Check safeties
	Check contractor(s)
	Check for proper fan rotation
	Complete any required maintenance checklists, report observations to appropriate customer representative
	Check compressor oil level(s)
	Check with appropriate customers representative for operational deficiencies
	Check and tighten electrical connections
	Check overall condition of unit
	Conduct refrigerant leak test
	Check crankcase heater
	Check condition of condenser coils
	Check condenser fan motor(s) and blade(s)
	Check for unusual noise and vibration
	Clean area around equipment
	Check operating controls
Oil Analysis	
	Label and complete paperwork indicating present operating conditions
	Drop off for analysis
	Check with appropriate customer representative for operational deficiencies
	Complete any required maintenance checklists, report observations to appropriate customers representative
	Remove sample in approved container

Chiller Starter, High Voltage

Operational

- _____ Check with appropriate customer representative for operational deficiencies.
- _____ Check gauges.
- _____ Check for unusual heat around panel.
- _____ Review event log (if applicable).
- _____ Check for unusual noise or vibration.
- _____ Clean area around equipment.
- _____ Complete any required maintenance checklists, report observations to appropriate customer representative. Check all cooling fans note any 4160 Volt items as well as AC/DC

Comprehensive

- _____ Check with appropriate customer's representative for operational deficiencies.
- _____ Check and tighten electrical connections.
- _____ Check for heat damage.
- _____ Review event log (if applicable).
- _____ Replace starter fluid (if applicable)
- _____ Clean area around equipment.
- _____ Complete any required maintenance checklists, report observations to appropriate customer representative. Meet all requirements to maintain term, submit certified training items.

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Wilmington VAMC Preventive Maintenance on Five (5) York / Carrier Chillers IAW SOW. Contract Period: Base POP Begin: POP End:	0.00		XXXXX	Do Not Quote
0001AA	Quarterly Preventive Maintenance on Five (5) York / Carrier Chillers IAW SOW. Wilmington VAMC. Contract Period: Base POP Begin: POP End:	4.00	JB		
0001AB	Annual Preventive Maintenance on Five (5) York / Carrier Chillers IAW SOW. Wilmington VAMC. Contract Period: Base POP Begin: POP End:	1.00	JB		
0002	Lebanon VAMC Preventive Maintenance on Two (2) Carrier Chillers IAW SOW. Contract Period: Base POP Begin: POP End:	0.00		XXXXX	Do Not Quote
0002AA	Annual Inspections on Two (2) Carrier Chillers IAW SOW. Lebanon VAMC. Contract Period: Base POP Begin: POP End:	1.00	JB		
0002AB	Operating Inspections on Two (2) Carrier Chillers IAW SOW. Lebanon VAMC. Contract Period: Base POP Begin: POP End:	2.00	JB		
0002AC	Condenser Cleaning on Two (2) Carrier Chillers IAW SOW. Lebanon VAMC.	2.00	JB		

Contract Period: Base POP Begin: POP End:				
0003	0.00	XXXXX	Do Not Quote	
CMC (Philadelphia) VAMC. Maintenance, Inspection, Repair and Testing on Ten (10) York Chillers IAW. Contract Period: Base POP Begin: POP End:				
0003AA	12.00	MO		
Monthly Maintenance, Inspection, Repair and Testing on Ten (10) York Chillers IAW. CMC VAMC.				
0003AB	0.00	EA	Government will provide dollar amount upon award	Do Not Quote
Emergency Repair \$2,500- \$15,000 IAW SOW. CMC VAMC. Contract Period: Base POP Begin: POP End:				
0003AC	0.00	EA	Government will provide dollar amount upon award	Do Not Quote
Parts or Repair over \$15,000 IAW SOW. CMC VAMC. Contract Period: Base POP Begin: POP End:				
0003AD	0.00	EA		
Additional Cleaning IAW SOW. CMC VAMC. Contract Period: Base POP Begin: POP End:				
GRAND TOTAL				

B.3 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001	SHIP TO: Department of Veterans Affairs	0.00	
	██████████		
	██████████████████		
	████████████████████		
	USA		

0001AA	SHIP TO:	Department of Veterans Affairs [REDACTED] USA	4.00
0001AB	SHIP TO:	Department of Veterans Affairs [REDACTED] [REDACTED] [REDACTED] USA	1.00
0002	SHIP TO:	Department of Veterans Affairs [REDACTED] USA	0.00
0002AA	SHIP TO:	Department of Veterans Affairs [REDACTED] USA	1.00
0002AB	SHIP TO:	Department of Veterans Affairs [REDACTED] USA	2.00
0002AC	SHIP TO:	Department of Veterans Affairs [REDACTED] USA	2.00
0003	SHIP TO:	Department of Veterans Affairs [REDACTED] [REDACTED] [REDACTED] [REDACTED] USA	0.00
0003AA	SHIP TO:	Department of Veterans Affairs [REDACTED]	12.00

USA			
0003AB	SHIP TO:	Department of Veterans Affairs [REDACTED] [REDACTED] [REDACTED] USA	0.00
0003AC	SHIP TO:	Department of Veterans Affairs [REDACTED] [REDACTED] [REDACTED] [REDACTED]	0.00
0003AD	SHIP TO:	Department of Veterans Affairs [REDACTED] [REDACTED] [REDACTED] USA	0.00

SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	OCT 2018
ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS		

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

C.2 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference.

☒ 852.203–70, Commercial Advertising.

☐ 852.209–70, Organizational Conflicts of Interest.

☐ 852.211–70, Equipment Operation and Maintenance Manuals.

- ☐ 852.214–71, Restrictions on Alternate Item(s).
- ☐ 852.214–72, Alternate Item(s). [Note: this is a fillable clause.]
- ☐ 852.214–73, Alternate Packaging and Packing.
- ☐ 852.214–74, Marking of Bid Samples.
- ☐ 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.
- ☐ 852.215–71, Evaluation Factor Commitments.
- ☐ 852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- ☐ 852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- ☐ 852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.
- ☐ 852.216–74, Economic Price Adjustment—Medicaid Labor Rates.
- ☐ 852.216–75, Economic Price Adjustment—Fuel Surcharge.
- ☐ 852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.
- ☒ 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
- ☐ 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
- ☐ 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
- ☐ 852.228–70, Bond Premium Adjustment.
- ☐ 852.228–71, Indemnification and Insurance.
- ☐ 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
- ☒ 852.232–72, Electronic Submission of Payment Requests.
- ☐ 852.233–70, Protest Content/Alternative Dispute Resolution.
- ☐ 852.233–71, Alternate Protest Procedure.
- ☐ 852.237–70, Indemnification and Medical Liability Insurance.
- ☐ 852.246–71, Rejected Goods.
- ☐ 852.246–72, Frozen Processed Foods.
- ☐ 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.

- 852.270–1, Representatives of Contracting Officers.
- 852.271–72, Time Spent by Counselee in Counseling Process.
- 852.271–73, Use and Publication of Counseling Results.
- 852.271–74, Inspection.
- 852.271–75, Extension of Contract Period.
- 852.273–70, Late Offers.
- 852.273–71, Alternative Negotiation Techniques.
- 852.273–72, Alternative Evaluation.
- 852.273–73, Evaluation—Health-Care Resources.
- 852.273–74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

- 852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

C.3 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to

protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

(End of Addendum to 52.212-4)

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

□ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

□ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

☐ (3) 52.203–15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

☐ (7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

☒ (8) 52.209–6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219–9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

- ☐ (iv) Alternate III (JUN 2020) of 52.219–9.
- ☐ (v) Alternate IV (JUN 2020) of 52.219–9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- ☒ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17))
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (ii) Alternate I (FEB 1999) of 52.222-26.
- ☒ (31)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-35.
- ☒ (32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.
- ☒ (33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (50) 52.225–5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.229–12, Tax on Certain Foreign Procurements (JUN 2020).

☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

☐ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

☐ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class	Monetary Wage-Fringe Benefits
WG-5306-10. Wilmington	\$ 28.16 + FB
WG-5306-10. Lebanon	\$ 24.45 + FB
WG-5306-10. Philadelphia	\$ 26.86 + FB

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203–13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attachment 1. Wilmington DE WD 2015-4215 REV 11 DATED 04.21.2020.

See attached document: Attachment 2. Lebanon PA WD 2015-4231 REV 10 dated 12.23.2019.

See attached document: Attachment 3. Philadelphia PA WD 2015-4233 REV 16 DATED 04.21.2020.

SECTION E - SOLICITATION PROVISIONS

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JUN 2020

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

Addenda to 52.212-1:

Reference word “offer”: delete “offer” and insert “quote” in its place.

Reference word “offeror”: delete “offeror” and insert “vendor” in its place.

Reference paragraph (c) period for acceptance of quotes: delete “30 calendar days” and insert “60 calendar days” in its place.

The following paragraphs are hereby deleted from this provision: (d) product samples, (e) multiple offers, and (h) multiple awards.

I. Quote Submission Instructions:

A. Failure to follow the instructions below may result in elimination from award consideration or a non-responsive determination.

1) Quotes shall be sent electronically via e-mail.

2) All quotes shall include one (1) separate electronic copy of each of the Section listed below. The Sections must be clearly identified as described below (either as the title of the document or on the actual document).

3) No price information shall be included in the technical section. If pricing information is found in the technical section, the quote will automatically be considered non-responsive and not evaluated.

4) Offers can provide a quote as follows:

(A) Quote for all three locations.

(B) Quote for one location.

(C) Quote for two locations.

Quotes that address parts of the requirement for a location and not the full requirement shall not be considered and will be determined to be non-responsive.

Sections II-IV of the Offeror's submitted quote shall clearly identify what type of quote the offeror is submitting (A, B or C) and what locations they are quoting on. Failure to provide this information may result in a non-responsive determination.

B. Section I Administrative/Regulatory. Page limit: None. Please be advised that this Section is not sent for technical evaluation.

1) Completed certifications and representations located at FAR 52.212-3, or an indication that said certifications and representations are current and located in the SAM database. Signed acknowledgements of amendments (SF30). Applicable only if any amendments are issued against this solicitation.

2) Vendors are advised that the requirements of 13 CFR § 125.6 are applicable to this solicitation and shall respond accordingly. **The vendor shall include a narrative regarding subcontractors and a detailed description of how the offeror plans to adhere to the requirements of 13 CFR § 125.6.** This narrative shall describe what tasks the prime will perform and what tasks the subcontractors will perform. The response shall also provide the subcontractor's business name and DUNS. **If the offeror does not plan to use subcontractors, they need to respond accordingly.** Failure to provide the requested information regarding 13 CFR 125.6 may result in a non-responsive determination.

3) In accordance with FAR 4.1102 and FAR 52.204-7 (b)(1) offerors must be registered in the System for Award Management (SAM) database at time of quote submission and at time of award. Registration may be done online at: www.acquisition.gov or www.sam.gov.

C. Section II Technical. Please note this section is not sent for Technical Evaluation. Page limit: 10 pages including any coversheets and table of contents. Page count does not include certifications.

1) Vendors shall provide a narrative which fully demonstrates how the offeror intends to meet the requirements of the Statement of Work (SOW). A cut and paste of the SOW as the offeror's response is not an acceptable response.

D. Section III Redacted Technical. Redacted copy of Section II. Page limit: 10 pages including any coversheets or table of contents. Page count does not include certifications.

The redacted copy is the document that will be sent to the technical evaluators for technical evaluation. The redaction should eliminate any identify data. The purpose of the redaction is an attempt to hold an unbiased evaluation..

E. Section IV Price. No page limit. Please note, this section is not sent to the technical evaluators.

II. Evaluation of Quotations of Offers

The Government reserves the right to make multiple awards, if after considering the additional administrative costs, it is in the Government's best interest to do so.

Quotes will be evaluated using FAR 13.106-2 Low Price Technically Acceptable

E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make

their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items.

(a) *Definitions.* As used in this provision—

Covered telecommunications equipment or services, critical technology, and substantial or essential component have the meanings provided in clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation*. The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services, the Offeror shall provide the following information as part of the offer—

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of Provision)

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JUN 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions*. As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of

military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone

small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),

reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [REDACTED].

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have

lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror’s own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) of [Public Law 115-232](#).

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

(End of Addendum to 52.212-1)

End of Document